

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Appl. No. : **10/539,358**
Applicant(s) : **KAMPERMAN et al.**
Filed : **6/15/2005**
TC/A.U. : **3621**
Confirmation : **7369**
Examiner : **DEGA, Murali K.**
Atty. Docket : **NL021452US**
Title: **DIVIDED RIGHTS IN AUTHORIZED DOMAIN**

Pre-Appeal Brief Request for Review

Mail Stop **AF**
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

In response to the final Office action of 5 April 2010, the applicants request review of the final rejection in the above referenced application. No amendments are being filed with this request. This paper is being filed with a notice of appeal.

This review is requested for the reason(s) stated on the attached sheet(s).

REMARKS

Clear errors in the examiner's rejection(s):

Claims 1-12, 14, and 19-24 stand rejected under 35 U.S.C. 103(a) over Richards et al. (WO 01/63387, hereinafter Richards), Okamoto et al. (USPA 2004/0054678, hereinafter Okamoto), and Tadayon (USPA 2005/0187877).

Claims 1-12, 14, and 19

The Examiner asserts that Richards discloses separately digitally signing each partial right of a set of partial rights, resulting in a corresponding set of signed partial rights at paragraph [0026]¹ (Office action, page 4, paragraph c). This assertion is incorrect. At the cited text, Richards discloses:

"The method according to the present invention also allows an owner of the data to define rules for rendering, accessing, and using the encoded data. Such rules can be a part of an encoding scheme. The rules are enforced when a recipient decodes the data." (Richards, page 4, lines 21-24.)

As is clearly evident, the cited text merely discloses that the rendering, accessing, and using rules can be encoded; nowhere in this text does Richards address partial rights, and in particular, nowhere in this text does Richards disclose separately digitally signing each partial right of a set of partial rights, and nowhere in this text does Richards teach creating a set of signed partial rights, as specifically claimed in claim 1, upon which claims 2-14 and 19 depend.

The Examiner also cites Tadayon [0028]² for teaching multiple signatures. However, there are two clear errors in the Examiner's statements.

First and foremost, Tadayon teaches applying multiple signatures to the same document, as the document is passed to multiple users, to track the changes to the document. Tadayon does not teach or suggest applying signatures to the right to access the content/document, and particularly does not teach or suggest separately signing each partial right, as specifically claimed by the applicants.

¹ The Examiner uses paragraph numbers to reference Richards. However, the published application does not include paragraph numbers. The applicants have done their best to determine which paragraphs in the published application the Examiner is referencing, but respectfully request that page and line numbers be provided in a subsequent Office action, so that the applicants are provided the opportunity to prepare a proper Appeal Brief.

² The Examiner references [0029]; however, the quoted text of Tadayon in the Office action is from [0028].

Second, Tadayon's use of multiple signatures is an example of the problem that the applicants' invention is intended to address. As is well known in the art, when a document is changed, the digital signature is no longer valid, and a new signature must be created. Each version of the document will have its own signature; this enables Tadayon to track the changes to the document. In like manner, in a conventional rights management system that uses signatures to validate the right, each time the right is changed, a new signature must be created.

As noted by the applicants, if signatures are used to validate a changed right, the provider of the content, or a trusted third party, must sign the changed right, which can be problematic, or at least burdensome. However, if instead of signing the granted right, the provider, or trusted third party, signs each of a set of partial rights (e.g. instead of signing a "Play N times" right, the provider signs N copies of a "Play once" right), there is no need, or a substantially reduced need, to resign these partial rights.

Because the Examiner's assertion that Richards discloses separately digitally signing each partial right of a set of partial rights is clearly erroneous, and because the Examiner's cited prior art (Tadayon) discloses a technique that is contrary to the applicants' teachings and claims, the applicants respectfully maintain that the rejection of claims 1-12, 14, and 19 under 35 U.S.C. 103(a) is unfounded, and should be withdrawn.

Claims 20-23

The Examiner asserts that Richards discloses " a memory that is configured to receive a content item and a set of signed partial rights from a server system, a digital rights module that is configured to: receive a request for access to the content item from an other device on the network, identify a partial right of the set of signed partial rights corresponding to the request, verify the partial right, and grant the request for access based on verification of the partial right" at [0008] (Office action, pages 8-9, paragraph 26). This assertion is also incorrect, and constitutes clear error on the part of the Examiner.

At the cited text, Richards discloses:

"In one embodiment of the present invention, data is encrypted and formatted in a single file type. The encoded file includes a plurality of file control fields. At least one of the fields incorporates the persistent data control policy that controls use rights and/or access rights of a recipient. The persistent data control policy is granted by an owner." (Richards, page 2, lines 8-13.)

As is clearly evident, nowhere in this cited text does Richards teach or suggest a set of signed partial rights; nowhere in this cited text does Richards teach or suggest identifying a partial right from this (non-existent) set of signed partial rights corresponding to a request, and nowhere in this cited text does Richards teach or suggest verifying this (non-existent) signed partial right and granting access based on the verification, as asserted by the Examiner.

Claim 24

The Examiner asserts that Richards discloses "a digital signing element that is configured to decompose the usage right into a set of partial rights and sign each partial right to create a set of signed partial rights, and a transfer element that is configured to transfer the content item and the set of signed partial rights to a client system" at "Item 52, FIG. 1".

Obviously, a reference to a single item in a drawing does not address where the prior art teaches each of the features claimed in claim 24.

MPEP 2143 clearly notes that to support an obviousness-type rejection based on the combination of prior art elements according to known methods to yield predictable results, the Examiner must first articulate:

"a finding that the prior art included *each element claimed*, although not necessarily in a single prior art reference, with the only difference between the claimed invention and the prior art being the lack of actual combination of the elements in a single prior art reference" (emphasis added).

Because the Examiner's reference to a single item in one of Richards' figures does not identify where the prior art provides the elements of claim 24, the applicants respectfully maintain that the Examiner's basis for rejecting claim 24 constitutes clear error on the part of the Examiner.

**The examiner's omissions of one or more essential elements
needed for a prima facie rejection:**

Claims 1-12, 14, and 19-24

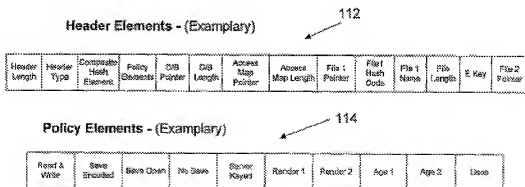
As noted above, although the Examiner provides cites to the prior art in the rejection of each of the applicants' independent claims 1, 20, 22, and 24, these cites do not disclose the features of the applicants' claims, and in the case of Tadayon, are contrary to the features of the applicants' claims.

In particular, the Examiner fails to identify where any of the cited prior art teaches the separate digital signing of rights, or the separate digital signing of each of a set of partial rights decomposed from a usage right, as specifically claimed by the applicants. Accordingly, the applicants respectfully maintain that the Examiner has not established a prima facie case to support the aforementioned rejections of claims 1-14 and 19-24 under 35 U.S.C. 103(a).

CONCLUSION

The applicants respectfully maintain that conventional systems that rely on the signing of a usage right are limited in their practicality and/or feasibility, and that none of the prior art cited by the Examiner address this problem.

With regard to Richards, for example, Richards teaches a data structure for storing usage rights ('policy elements') in FIG. 4:



Even if one were to agree, in argument, that Richards' policy elements constituted a set of partial rights decomposed from a usage right, Richards is silent with regard to signing this data structure, and more significantly, is silent with regard to separately digitally signing each of these policy elements.

Further, Richards' policy elements define a set of rules that determine a policy (right) that is applied to the content defined in the header elements. Richards' policy elements are not individual sub-rights. For example, the "Age" policy element must be coupled with other policy elements to determine a right for which the age applies. Richards' "Age" policy is meaningless absent the context of the other policy elements.

Richards' system would not work if 'Age' were treated as a separate sub-right instead of one of the rules for defining a usage right. Correspondingly, separately signing the 'Age' policy element would serve no useful purpose, compared to signing the entirety of the policy elements, because the entirety of the policy elements must be made available in order to determine what the usage right is, based on these policy elements.

The applicants address the aforementioned shortcomings of digitally signing a usage right by decomposing the usage right into a plurality of sub-rights, and digitally signing each of these sub-rights. The prior art cited by the Examiner, individually or collectively, neither teaches nor suggests this solution.

Respectfully submitted,

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